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Collective Bargaining Agreements

10-1-1939

Singo Shoe Company and United Retail and Wholesale Employees of America, Local 114, CIO (1939)

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Singo Shoe Company and United Retail and Wholesale Employees of America, Local 114, CIO (1939)

Location

Philadelphia, PA

Effective Date

10-1-1939

Expiration Date

5-1-1941

Employer

Singo Shoe Company

Union

United Retail and Wholesale Employees of America

Union Local

114

NAICS

44

Sector

Private

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Retail Employees #114
Philadelphia, Pa.

5-1-41

ARTICLES OF AGREEMENT made and entered into this day of October, A. D. 1939, by and between SIMCO SHOE CO., hereinafter referred to as the "EMPLOYER" and the UNITED RETAIL SHOE EMPLOYEES LOCAL 114, affiliated with the UNITED RETAIL AND WHOLESALE EMPLOYEES OF AMERICA, C.I.O., hereinafter referred to as the "UNION", Phil. Pa.

W I T N E S S E T H :

In consideration of the mutual covenants and agreements hereinafter set forth, the said parties agree to and with each other as follows:

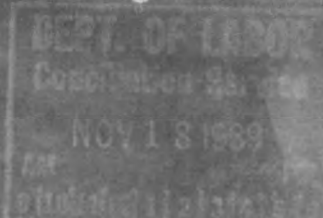
1. Employer recognizes the Union as the sole bargaining agent for all the hereinafter mentioned employees of the Employer in Philadelphia to negotiate and contract with Employer regarding wages, hours, and conditions of work, and all other problems arising out of the employer-employee relationship.

2. It is hereby agreed that the Executive Committee of the Union shall represent the Union in negotiations and in any matter that may affect or involve working conditions in the store or stores of the Employer.

3. The Union shall appoint a shop steward or stewards for the store or stores of the Employer.

The shop steward shall take up with the manager of the store after store hours in the first instance, grievances arising on either side in the ordinary course of business. Grievances which cannot be amicably adjusted shall be referred to the Executive Committee of the Union and the Employer.

4. The Employer hereby agrees to employ and retain in his employ for the positions covered by this contract, only members in good standing in the Union during the term of this agreement.



The Union shall notify the Employer when any employee is not a member in good standing, and employer shall immediately discharge such employee.

5. It is hereby agreed that there will be no intimidation, coercion or discrimination towards any employee by reason of union affiliation or activities.

6. When need arises for an employee of any classification the employer shall notify the Union and the Union agrees to supply a qualified employee within twenty-four (24) hours. And the employer will engage only such employees who identify themselves with a union card. The employer may request a particular employee by name. In the event the Union cannot supply the Employer with the particular help requested then employer may employ whomsoever he wishes and sees fit and the Union will issue a union work card to such employee prior to the assumption of duties in the store or stores. If the union work card cannot be obtained because of the fact that the office of the Union is closed then in that event such employee may proceed immediately to work and obtain a work card from the shop steward.

7. Each new employee hired by the Employer for the regular force shall work for a trial period of three (3) weeks, after which time he shall be deemed a regular employee of the Employer and entitled to the privileges and subject to the terms and provisions hereinafter contained.

8. In the event that the Employer shall open any new stores in the City of Philadelphia, Upper Darby or the City of Camden, N. J., said stores shall be under and subject to all terms created and set forth in this agreement, full time force to be determined by consultation of the parties to this agreement.

9. The Employer agrees to employ as a regular force employees consisting of:

8 Shoe Clerks - 5 at 929 Market St.,
3 at 1228 Chestnut St.,

2 Hosiery Girls - 1 at 929 Market St.,
1 at 1228 Chestnut St.,

(a) It is hereby agreed that the regular full time force of said stores shall receive continuous employment for the period covered by this agreement.

10. No employee shall work, although receiving pay for the following holidays: New Years Day, Memorial Day, Independence Day, Thanksgiving Day, and Christmas Day. Employees of the Jewish Faith may observe the Day of Atonement and the First Day of the Jewish New Year without loss of pay for observance of said holidays.

11. The working schedule of the employees shall be forty-eight (48) hours per week. No employee shall work more than eight (8) hours in any twenty-four (24).

(a) In the event the store is open for business during evenings the schedule may provide for no more than two (2) days throughout the week including Saturday when the employees may be scheduled for nine (9) hours on those days.

(b) Stagger shifts are prohibited and there shall be one hour for lunch each day.

12. Said employer shall post in writing a schedule of hours which shall be strictly adhered to. No schedule submitted shall provide for any hours of employment after regular closing time per-schedule which shall be posted Saturday for the following week.

(a) On regular window trim nights any man designated by the employer who is willing to work on the windows, shall be compensated by receiving \$1.00 supper money and \$2.00 for the work.

(b) On master trim nights only any man designated by

the employer who is willing to work shall receive \$1.00 supper money and \$2.00 for the work and receive time off the following day to equal the amount of hours worked the night before.

13. No employee of the store shall be discharged by the employer without sufficient cause. The Will-Mark System, or any similar system of espionage shall not be considered as a basis for discharge for any employee.

14. In the event the Union and the employer cannot agree as to the sufficiency of the reasons for the discharge of any employee affected hereunder the matter shall be referred to a board of arbitration consisting of one member selected by the Union, one member selected by the Employer and the third party mutually agreed upon by the other two. Both parties to this agreement must name their respective selection for the Board of arbitration within three days after either party has expressed a wish to submit the controversy to arbitration. The two members of the Board of arbitration shall select a third party within five days. If the third party cannot be agreed upon then and in that event it is agreed that the Honorable James O. Grumlish, Judge of Common Pleas Court No. 7, of Philadelphia County, shall be designated as the third party provided the said Judge Grumlish is at that time a member of the judiciary of the State of Pennsylvania.

The final decision on the discharge after the Board of arbitration has selected a third party, must be rendered within one week after the selection of the third party.

The employee in question as to said discharge shall remain at work until such time as the decision of the Board of arbitration is rendered. Such decision shall be binding on both parties.

15. The minimum wage rates for all employees shall be as follows:

Shoe Clerks \$30.00 plus one per cent of all sales, plus a minimum guarantee of \$32.50 per week.

Hosiery Girls - \$16.50 plus commissions.

16. On Saturday, extra employees shall receive the following minimum wage rates for an eight hour day plus P.M.'s:

Shoe Clerks - \$5.00 plus one per cent of all sales.

Hosiery Girls - \$3.00 plus commissions.

On all other days of the week, extra employees shall be paid for a minimum of four (4) hours at the following hourly rates:

Shoe Clerks - $62\frac{1}{2}\%$ plus one percent of all sales.

Hosiery Girls - $37\frac{1}{2}\%$ plus commissions.

P.M.'s are not to be construed with salary or commissions.

17. It is hereby agreed that when an employee is unable to attend his work due to illness, such employee shall be permitted to return to his or her job as soon as he or she is physically able.

18. Any Union employee shall be privileged to wear his Union button on his coat during working hours.

19. The Employer hereby agrees that he will not permit the sale of shoes in any of his stores by anyone not engaged exclusively for that purpose. Managers and assistants shall not compete with salesmen. One percent of all shoe sales made by managers and assistant managers are to be divided accordingly among the salesmen.

20. During the term of this agreement, no strike or lock-out shall be ordered until all peaceful means of mediations have been exhausted.

21. During the term of this agreement, any dispute arising between the parties hereto shall be immediately referred for adjustment to the Employer and the Executive Committee of the Union.

22. Any Employee working overtime on behalf of the Company shall be compensated by receiving time and one half for said overtime work. Any employee working on Sundays, shall be paid double for such Sunday work. Sunday time shall begin at 12:01 A.M. Overtime shall consist of any such time worked by the employee after the regular schedule posted on the Saturday night prior to the week in question. Window trim nights are not to be affected by this article but are governed solely as heretomore mentioned in Article 12.

23. Any Union employee receiving at the present time in excess of the minimum schedule hereby created shall not have their wages reduced as a result of this agreement.

24. The Employer hereby agrees to recognize authorized representatives of the Union and to permit a committee of the said Union not to exceed two (2) members, to visit the store or stores of the Employer and to investigate working conditions.

25. If any employee is required to work after the schedule posted the prior week, resulting in the expenditure of supper money, said Employer agrees to reimburse said employee in the sum of seventy-five cents (75¢). If any schedule in the in-town stores shall require the expenditure of supper money more than two nights in any one week, the Employer agrees to reimburse the employee in the sum of seventy-five cents for each night over two nights.

26. Members of the basic crew who have been in the employ of the Company for two years or more, shall receive one(1) full weeks vacation. If employed for nine months, five days' vacation; six months, three days' vacation. All such vacations to be with full pay in advance. In the case of employees receiving less than one full week's vacation, Saturday shall not be included in such vacation. Any member of the basic crew who has not taken time off for illness during the past year

be entitled to nine days vacation, with pay. Such vacations shall not include two successive Saturdays.

27. This agreement shall remain in full force and effect until May 1, 1941.

28. It is definitely understood that seniority rights prevail.

29. This contract shall be legally binding on the parties hereto for the full term of this agreement except that in the event the Employer discontinues the operation of one or any or all the stores covered by this contract then and in that event this contract shall continue to operate and affect only such employees of the store or stores which the employer continues in operation.

30. Thirty days prior to the termination of this agreement the parties hereto shall meet in conference for the purpose of negotiating a new agreement. Said negotiations however, shall not extend for a period beyond the expiration of this agreement.

31. On window trim nights the regular crew shall remain at work up to one hour after the closing of the store for the purpose of removing the shoes from the windows. For such extra work the employees shall receive equivalent time off within the same week, or pay on the basis of straight time.

32. The employees shall carry out all the duties according to the rules formulated by the employer provided such rules are reasonable and not inconsistent with the contents of this contract, and not detrimental to the employees.

IN WITNESS WHEREOF the said parties have hereunto placed their hands and seals the day and year first above written.

WITNESSES:

FOR THE EMPLOYER:

United Retail Shoe Ex
America Local 114.